

**North Canton City Council Notice  
Committee of the Whole Agenda  
Monday, September 29, 2014 – 7:00 p.m.**

North Canton City Council will meet as a Committee of the Whole **Monday, September 29, 2014 at 7:00 p.m.** in the Council Chambers at North Canton City Hall.

Items to be discussed, not necessarily in the order indicated.

1. Personnel and Safety Committee

Chairperson: Daniel Peters  
Vice Chairperson: Dominic Fonte  
Mark Cerreta  
Doug Foltz  
Dan Griffith  
Marcia Kiesling  
Stephanie Werren

Resolution authorizing the Mayor to enter into a Memorandum of Understanding (MOU) with the University of Akron Research Foundation to participate in the 2014-2015 OVI Countywide Task Force, and declaring the same to be an emergency.

2. Street and Alley Committee

Chairperson: Dominic Fonte  
Vice Chairperson: Stephanie Werren  
Mark Cerreta  
Doug Foltz  
Dan Griffith  
Marcia Kiesling  
Daniel Peters

(a) Ordinance authorizing the Mayor, through the Board of Control, to enter into a Supplemental Sewer Agreement for the Allenford Drive Sewer Improvements Projects, and declaring the same to be an emergency.

(b) Discussion of snow removal on South Main Street sidewalks

Committee of the Whole  
Monday, September 29, 2014

3. Water, Sewer and Rubbish Committee

Chairperson: Mark Cerreta  
Vice Chairperson: Dan Griffith  
Members: Dominic Fonte  
Doug Foltz  
Marcia Kiesling  
Daniel Peters  
Stephanie Werren

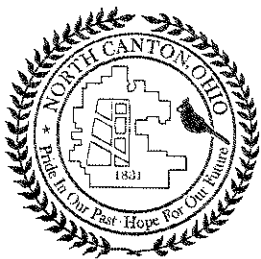
- (a) Ordinance amending Ordinance No. 6 – 2014, the Lime Slaker Replacement Project at the Drinking Water Treatment Plant, increasing the appropriation from not to exceed \$140,000.00 to not to exceed \$330,000.00.
- (b) Resolution authorizing the Mayor of the City of North Canton to authorize the the City of Orrville to participate in the Kimble Company sanitation and recycling agreement with City of North Canton.

4. Finance & Property Committee

Chairperson: Dan Griffith  
Vice Chairperson: Marcia Kiesling  
Members: Mark Cerreta  
Doug Foltz  
Daniel Peters  
Stephanie Werren  
Dominic Fonte

Ordinance authorizing the Mayor to enter into an agreement between the City of North Canton and Stark County Park District (Stark Parks) to participate and provide the City's share in the Hazard Mitigation Grant Program (HMGP), and declaring the same to be an emergency.

Mary Beth Bailey  
Clerk of Council



145 North Main St. · North Canton, OH 44720  
Phone: 330-499-8223 Fax: 330-305-0603  
[mgrimes@northcantonohio.gov](mailto:mgrimes@northcantonohio.gov)

**CITY OF NORTH CANTON**  
**Michael J. Grimes**

Director of Administration

**Legislation Request**

To: Daniel J. Peters, Council President  
Date: September 9, 2014  
Subject: Resolution Request – Participation 2014-2015 OVI Task Force

I am requesting a Resolution by City Council authorizing the Mayor of the City of North Canton to join and enter into a Memorandum of Understanding (MOU) with the University of Akron Research Foundation (Lead Agency), Akron, Ohio to participate in the 2014-2015 OVI (operating a vehicle while intoxicated) Countywide Task Force.

EMERGENCY REQUESTED      X   YES           NO

Respectfully,

Michael J. Grimes

c: Chief Wilder  
File

**RECEIVED**

SEP 09 2014

COUNCIL OFFICE  
NORTH CANTON, OHIO

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**The University of Akron Research Foundation**  
**And**  
**North Canton Street Department**

**I. INTRODUCTION**

The Memorandum of Understanding (MOU) between The University of Akron Research Foundation (further known as the Lead Agency) and the North Canton Street Department (further known as the Participating Agency) sets forth the agreement of the parties with respect establishes the partnership, roles and responsibilities of the Parties.

**II. PURPOSE**

The University of Akron Research Foundation has received Ohio Traffic Safety Office (OTSO) County OVI Task Force grant from the Ohio Department of Public Safety (ODPS). The Parties enter into this MOU for the primary purpose of reducing OVI related crashes utilize where feasible the low manpower OVI checkpoint model to conduct low-cost, highly effective OVI checkpoints throughout Stark County, zero tolerance enforcement of safety belt and child safety seat laws during enforcement efforts in targeted communities.

**III. RESPONSIBILITIES OF THE PARTIES**

The Participating Agency agrees to perform the following activities and provide the following resources in support of the OVI Task Force.

- a. Law Enforcement Reports: The participating agency will report grant related enforcement activity on a monthly basis. Justification for sites selected for enforcement activity should be documented and maintained as a part of the sub-grantee's file for this agreement.
- b. Training Certification: The participating agency will assure that all enforcement personnel to be involved in approved enforcement-related activity will be certified in the following type(s) of training as appropriate:
  - i. OVI Checkpoints/Alcohol-related Traffic Enforcement – Sobriety Checkpoint Training/SFST Training and Sobriety Checkpoint Training: training in standard procedures and operations associated with staffing and staging OVI checkpoints and OVI patrols.

- c. Enforcement Hours Eligibility: Direct labor hours expended in traffic safety enforcement programs must be over and above the normal work week. Part-time/permanent staff are eligible for funding. Only one officer per patrol car will be funded as part of traffic enforcement grants.
- d. Safety Belt Policy: The participating agency must have a policy statement requiring employees to wear safety belts. Sub-grantee must agree to conduct zero tolerance enforcement of Ohio's occupant restraint laws.
- e. Required Activity: All agencies utilizing NHTSA funding for overtime enforcement are required to participate in and report by the required deadlines on the "Drive Sober or Get Pulled Over" mobilization. Scheduled dates for the mobilization are as follows and are subject to change due to federal requirements: December 10, 2014, through December 31, 2014, and August 19, 2015, through September 7, 2015.
- f. Participate in and not limited to, organizing, coalition building, enforcement activities, media events (promotion of the task force), development of OVI task force policies, monthly meetings, and in subcommittees as required.

The Lead Agency agrees to perform the following activities and provide the following resources in support of the OVI Task Force.

- a. To assure that the goals, scope of work, evaluations and requirements of the ODPS/OTSO Agreement are met.
- b. Coordinate and maintain organization to meet the needs of the OVI Task Force ODPS/OTSO Agreement.

#### **IV. PERIOD OF AGREEMENT**

This MOU will become effective when signed by all parties. The MOU will terminate on September 30, 2015. Either party may terminate this MOU by providing a 30 day written notice to the other party. In the event this MOU is terminated, the participating agency will be reimbursed for any pre-approved law enforcement activities up to the termination date. This MOU is subject to the availability of funds.

**V. SANCTIONS FOR NON-COMPLIANCE**

Should the Participating Agency fail to fulfill any of its MOU duties in a timely manner, the Lead Agency shall notify the Participating Agency in writing as to such deficiencies. Such notification shall be sent by certified mail, return receipt requested. The Participating Agency shall have 30 days to resolve such deficiencies, unless otherwise stated by the Lead Agency.

**VI. SIGNATURES**

\_\_\_\_\_  
Signature

Wayne Watkins,  
Vice President & Secretary  
The University of Akron Research  
Foundation

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

[Agency Designee]  
North Canton Street Department

\_\_\_\_\_  
Date



## **Office of Criminal Justice Services – Traffic Safety Provisions for Sub-Grantee**

The following are provisions that shall be used by the sub-grantee when entering into an agreement (contract) when funds administered by the Ohio Department of Public Safety (ODPS), Office of Criminal Justice Services – Traffic Safety (OCJS-TS) that total \$5,000 or more are used. This provision includes requirements of both the federal and state government.

**Note:** For clarification purposes the word contractor is the agency, vendor, individual, etc., that the sub-grantee is contracting with for the desired scope of service.

### **PROVISION 1 Security Agreement Disclaimer**

The sub-grantee warrants that he has not employed or retained any company or person other than a bona fide employee working solely for the Consultant to solicit or secure this agreement, and that he has not paid or has not agreed to pay any fee, commission, percentage, brokerage fee, or other considerations contingent upon or resulting from the awarding or making of this agreement.

For breach or violation of this warrant, the State, in conjunction with the sub-grantee, shall have the right to annul this agreement without liability, or in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

Either party may terminate this agreement by giving the other party written advance notice of its election to do so. If the contract is canceled under this provision, the sub-grantee shall reimburse the Contractor for all work completed and in progress to that date. Upon termination and final payment, all design materials, artwork any other items/products developed by the Contractor shall become the property of the sub-grantee.

### **PROVISION 2 Reporting Requirements**

Performance reports will be required to be submitted by the contractor as frequently as required by the sub-grantee. Performance reports shall include brief information on (1) a comparison of actual accomplishments to the objectives established for the period and can include a computation of the cost per unit of output (2) the reasons for slippage if established objectives were not met (3) additional pertinent information including analysis and explanation of cost overruns or high unit cost.

### **PROVISION 3 Patent Rights/Copyrights**

Neither the Contractor nor any of the Contractor's employees, agents, subcontractors or assigns shall make a disclosure for the purpose of securing a patent or copyright in the United States or any other country for any product resulting from this agreement unless such disclosures approved in writing by the sub-grantee prior to application for the patent/copyright. In the event that such patent/copyright is obtained, the Contractor shall provide the sub-grantee written authorization for the sub-grantee and any other

person, agency or instrumentality contributing financial support to the work covered by this agreement to make use of the subject of the said patent/copyright disclosure without payment.

**PROVISION 4     Audit Practices**

The contractor agrees access by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

**PROVISION 5     Equal Employment Opportunity (E.E.O.)**

The sub-grantee and contractor must abide by all E.E.O. regulations, including but not limited to, Executive Order 11264 of September 24, 1965 "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations. (41 CFR Chapter 60) and Section 3(a)(2)(C) of the UMT Act of 1934, as amended, which prohibits the use of exclusionary or discriminatory specifications.

**PROVISION 6     Certification Regarding Lobbying**

None of the funds under this program will be used for any activity specifically designed to urge or influence a Federal, State, or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any Federal, State, or local legislative body. Such activities include both direct and indirect (e.g. "grassroots") lobbying activities, with one exception. This does not preclude an official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, as long as this activity is documented in writing.

**PROVISION 7     Labor Relations**

The sub-grantee and contractor must comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR, Part 5).

**PROVISION 8     Assurances Regarding the Parent Agreement**

The provision of this agreement includes all of the terms and conditions and assurances of the parent agreement between the ODPS and the sub-grantee and is attached hereto as an Appendix. (The sub-grantee shall attach the parent agreement.)

**PROVISION 9     Record Retention**

The sub-grantee and contractor shall retain all required records for three years after grantee or sub-grantees make final payments and all other pending matters are closed.

**PROVISION 10    Liability Disclaimer**

The parties agree that the ODPS, OCJS-TS, is not the employer of any personnel involved in said contract. The sub-grantee agrees to pay any wages and related tax obligations resulting from employment of personnel in order to perform the terms of this contract.



**PROVISION 11 Line of Credit**

That the sub-grantee or contractor shall carry a credit line on the cover or first page of any report that reads substantially as follows:

"Funding provided in part or solely by the:

National Highway Traffic Safety Administration  
Federal Highway Administration  
Ohio Department of Public Safety  
Office of Criminal Justice Services – Traffic Safety

Studies, evaluations, etc., shall also include the following disclaimer.

"The opinions, findings, and conclusions expressed in this publication are those of the author and not necessarily those of, the National Highway Traffic Safety Administration, Federal Highway Administration, Ohio Department of Public Safety and the Office of Criminal Justice Services – Traffic Safety."

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SEP 10 2014



City of NORTH CANTON, OHIO

145 NORTH MAIN STREET  
NORTH CANTON OHIO 44720-2587

LEGISLATION REQUEST

September 10, 2014

To: **Daniel J. Peters, President**  
City Council

Subject: **ALLENFORD DRIVE Sewer Improvements Projects**  
(Canton-North Canton Sewer Agreement Supplement)

Requested By:   
City Engineer

Date: 9/10/14

Approved By:   
Director of Administration

Date: 9/10/14

An ordinance authorizing the Mayor, through the Board of Control, to enter into a Supplemental Sewer Agreement for the Allenford Drive Sewer Improvements Projects.

652.779.5501      \$50,000

EMERGENCY REQUESTED:      Yes   X        No       

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COUNCIL OFFICE  
NORTH CANTON, OHIO

**CANTON-NORTH CANTON  
SEWER AGREEMENT  
SUPPLEMENT**

**ALLENFORD DRIVE SEWER IMPROVEMENTS PROJECTS**

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the **CITY OF NORTH CANTON, OHIO**, a charter municipal corporation, organized and existing under the laws of the State of Ohio, hereinafter referred to as “**NORTH CANTON**”, and the **CITY OF CANTON, OHIO**, a municipal corporation organized and existing under the laws of the State of Ohio, hereinafter referred to as “**CANTON**”. This agreement upon its signing by the respective executive authorities of North Canton and Canton shall supplement and amend the March 22, 1974, agreement and the series of supplements thereafter between **NORTH CANTON** and **CANTON**.

**WHEREAS**, Canton and North Canton are fully authorized to enter into this agreement; and

**WHEREAS**, the Canton is proceeding with improvements to the 72-inch diameter sanitary sewer located along the west side of Allenford Drive SE, approximately 1,000 feet south of the Mill Street SE intersection. The existing reinforced concrete sewer has experienced settling due to soil instability. Internal pipe inspections and elevation surveys have revealed offset pipe joints and have shown the sewer to be moving slightly downward and laterally towards the Nimishillin Creek. Given the geology of the area, this site has been the location of several slope failures over the years resulting in several stabilization projects. In addition, in 2013 the City completed improvements upstream of this location to install two (2) valve vaults that are required for the completion of the aforementioned project; and

**WHEREAS**, it is necessary to provide for the North Canton’s and Canton’s responsibilities and obligations for the projects; and

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants hereinafter set forth, and of other good and valuable considerations, the parties do hereby agree to amend the basic agreements as follows:

## **Section 1.0 PROJECT COSTS**

- 1.01 The project costs contemplated by this agreement include but are not limited to the following: engineering investigations/evaluations, survey, engineering design, constructability review, bid document preparation, advertising, bidding, all permits, easements, construction contracts including all change orders, claims, fees, penalties or other expenses resulting from the construction of this project, and construction engineering/management expenses.
- 1.02 The project cost for the ESI/WSI Interconnecting Vaults (Vault Project) was \$327,812. Of this total, a portion was previously invoiced North Canton as part of the 2013 O,M & R expenses. The remaining \$220,000 is included in this agreement. The project cost for the Stream Bank Restoration and Sewer Repair Project is estimated to be approximately \$2,500,000. North Canton shall bear 1.89% of the project costs and Canton shall bear 52.31% of the total project costs. In a separate agreement, Canton will seek to secure 45.80% of the total project costs from Stark County. The aforementioned cost sharing was derived by consideration of each entities appropriate Single Family Equivalents (SFEs) tributary to the project locations. For these projects, the SFEs utilized were 54,159.20 for Canton, 47,414.22 for Stark County and 1,957.46 for North Canton.
- 1.03 Upon completion and approval by Canton of the projects, Canton shall provide North Canton with certified costs, North Canton's share shall be adjusted accordingly, and Canton will invoice the North Canton for its share of each project.

## **Section 2.0 MISCELLANEOUS PROJECT RESPONSIBILITIES**

- 2.01 Engineering Investigations and Evaluations: Prior to the execution of this Supplemental Agreement, Canton contracted for engineering investigations and evaluations of the deteriorated line which have been used to generate the construction plans. The cost of this work is specifically excluded from the cost allocation set forth above.
- 2.02 Engineering Survey and Design: Prior to the execution of this agreement, Canton prepared construction plans for this project. Costs attributable to this work are specifically excluded from the cost allocation set forth above.
- 2.03 Bid Document Preparation, Advertising, Bidding, Bid Evaluation, Construction Engineering/Management/Inspection: Canton, as owner of the sewer line, and contracting

authority and the construction contract, shall be responsible for bid document preparation, advertising, bidding, bid evaluation, construction engineering / management / inspection. All costs associated with these activities are specifically excluded from the cost allocation set forth above.

2.04 Canton agrees to make all construction contract payments for the duration of the construction contract and seek reimbursement from North Canton following completion of each project.

If and to the extent that this may be required, any and all other provisions of the Basic Agreements which may be inconsistent with the terms of this Supplemental Agreement, are hereby amended so as to conform hereto.

Except as amended hereby, the Basic Agreements are hereby confirmed in all other respects and shall remain in full force and effect.

IN WITNESS WHEREOF, North Canton and Canton have caused this Supplemental Agreement to be executed by their respective officers thereunto duly authorized and the Agreement shall be in effect as of the day and year first above written.

APPROVED AS TO FORM:

\_\_\_\_\_  
Law Director,  
Canton, Ohio

\_\_\_\_\_  
By: Mayor of Canton

\_\_\_\_\_  
By: Public Service Director of Canton

APPROVED AS TO FORM:

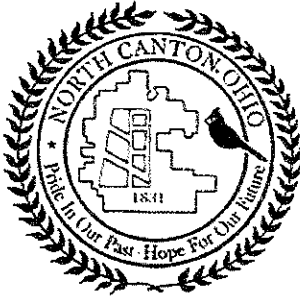
\_\_\_\_\_  
Director of Law,  
North Canton, Ohio

\_\_\_\_\_  
By: Mayor of North Canton

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SEP 22 2014

ADMINISTRATION  
NORTH CANTON, OHIO



# City of NORTH CANTON, OHIO

145 NORTH MAIN STREET  
NORTH CANTON OHIO 44720-2587

## LEGISLATION REQUEST

September 22, 2014

To: **Daniel J. Peters, President**  
City Council

Subject: **WTP Improvement – Lime Slaker Replacement Project**

Requested By: [Signature]  
City Engineer

Date: 9/22/14

Approved By: [Signature]  
Director of Administration

Date: 9/22/2014

A request to amend Section 3 of Ordinance No. **6-14** as follows:

650.768.5230

\$ 330,000

This project was bid on September 19, 2014, with the bid being \$330,000.00

EMERGENCY REQUESTED: Yes X No       

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SEP 22 2014

COUNCIL OFFICE  
NORTH CANTON, OHIO



145 North Main St. · North Canton, OH 44720  
Phone: 330-499-8223 Fax: 330-305-0603  
mgrimes@northcantonohio.gov

## CITY OF NORTH CANTON

**Michael J. Grimes**  
Director of Administration

### Legislation Request

To: Daniel J. Peters, Council President  
Date: September 18, 2014  
Subject: Allowing Participation in Contract for Services

Please find attached a request by Mayor Handwerk of the City of Orrville to participate in or "piggy back" with our current garbage / refuse agreement with the Kimble Company.

The City of Orrville is relying on Ohio Revised Code 9.48, numerous legal opinions and the past practice by other Ohio cities to participate in the terms of our agreement. The City of Orrville would require a Resolution or Ordinance from North Canton City Council allowing the Mayor to authorize the City of Orrville to use the terms of our existing contract with the Kimble Company.

As Council determines this issue, I would like to make it known that as the Director of Administration I have no objections to allowing the City of Orrville to piggyback on the terms of our contract. There is no cost to the City other than providing an authorization letter.

EMERGENCY REQUESTED  X  YES   NO

The City of Orrville has already passed their required legislation in this effort and the Kimble Company has agreed to the request. If authorized, both are requesting a quick turnaround from the City of North Canton so they can move ahead and enter into a contract as soon as possible for the residents.

Respectfully Submitted,

Michael J. Grimes

Copy;  
File

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SEP 18 2014

COUNCIL OFFICE  
NORTH CANTON, OHIO



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SEP 15 2014

ADMINISTRATION  
NORTH CANTON, OHIO

207 North Main Street | Orrville, Ohio 44667-1639 | Phone (330) 684-5000 | FAX (330) 684-5023 | [www.orrville.com](http://www.orrville.com)

September 11, 2014

Mayor David Held  
City of North Canton  
145 North Main Street  
North Canton, OH 44720

Dear Mayor Held,

Per our recent telephone conversation, this is to officially notify you that the City of Orrville's contract with Kimble Recycling & Disposal ("Kimble") for waste collection, disposal, and recycling is expiring effective December 31, 2014. I understand that the City of North Canton recently accepted bids for similar services, with the successful contract being awarded to Kimble.

After reviewing the contract awarded through the bid process for the City of North Canton, I compared the same to the services required for waste collection and recycling in the City of Orrville. Based on the terms of the contract you entered into with Kimble, the City of Orrville could realize savings while upgrading services by entering into the same contract the City of North Canton entered into with Kimble.

At this time, pursuant to Ohio Revised Code Section 9.48, I am requesting your approval to allow the City of Orrville to take advantage of the terms of the contract the City of North Canton has entered into with Kimble. Section 9.48 of the Ohio Revised Code allows a political subdivision to participate in a contract for services with another political subdivision. The participation of Orrville in the contract for services the City of North Canton has with Kimble will result in substantial savings and increased recycling for the City of Orrville.

Therefore, I am requesting correspondence from you outlining your approval, pursuant to Section 9.48 of the Ohio Revised Code, to allow the City of Orrville to participate in the contract for residential waste and collection and recycling services under the same terms set forth in your contract with Kimble.

Ohio Revised Code also requires the City's contractor to agree to the participation, and Kimble Recycling and Disposal has confirmed such agreement.

We have reviewed and approved a legal document which bounds the City of Orrville to the same terms, conditions and specifications as set forth in North Canton's contract with Kimble, but makes the City of Orrville responsible for direct payment to Kimble. We are simply

Steven M. Wheeler  
Safety-Service Director

Janet L. Strimlan  
Finance Director  
P.O. Box 61

David T. Handwerk  
Mayor

Cheryl M. Kirkbride  
Law Director  
100 N. Vine St.  
330-683-5010

Philip C. McFarren  
Human Resources Manager



CITY OF NORTH CANTON

Page Two

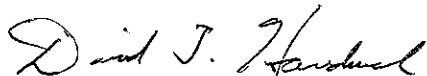
September 11, 2014

requesting a resolution from North Canton allowing Orrville to participate in its contract. I have enclosed a sample letter which was provided to us by Kimble in order to respond to our request.

We are impressed with the innovative refuse and recycling program established by North Canton, its esthetic value, and the recycling rates achieved. By "piggybacking" on North Canton's contract, the City of Orrville will enjoy a significant upgrade to our refuse and recycling service while reducing our costs, and enabling us to extend a successful partnership with Kimble.

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "David T. Handwerk".

David T. Handwerk  
Mayor

kf

Enclosures

## **9.48 Joint purchasing programs.**

(A) As used in this section, "political subdivision" has the same meaning as in section 2744.01 of the Revised Code and includes a county hospital as defined in section 339.01 of the Revised Code.

(B) A political subdivision may do any of the following:

(1) Permit one or more other political subdivisions to participate in contracts into which it has entered for the acquisition of equipment, materials, supplies, or services, and may charge such participating political subdivisions a reasonable fee to cover any additional costs incurred as a result of their participation;

(2) Participate in a joint purchasing program operated by or through a national or state association of political subdivisions in which the purchasing political subdivision is eligible for membership.

(3) Participate in contract offerings from the federal government that are available to a political subdivision including, but not limited to, contract offerings from the general services administration.

(C) Acquisition by a political subdivision of equipment, material, supplies, or services, through participation in a contract of another political subdivision or participation in an association program under division (B)(1) or (2) of this section, is exempt from any competitive selection requirements otherwise required by law, if the contract in which it is participating was awarded pursuant to a publicly solicited request for a proposal or a competitive selection procedure of another political subdivision within this state or in another state. Acquisition by a political subdivision of equipment, materials, supplies, or services pursuant to division (B)(3) of this section is exempt from any competitive selection requirements otherwise required by law. No political subdivision shall acquire equipment, materials, supplies, or services by participating in a contract under this section if it has received bids for such acquisition, unless its participation enables it to make the acquisition upon the same terms, conditions, and specifications at a lower price.

(D) A political subdivision that is eligible to participate in a joint purchasing program operated by or through a national or state association of political subdivisions in which the purchasing political subdivision is eligible for membership may purchase supplies or services from another party, including another political subdivision, instead of through participation in contracts authorized by division (B)(2) of this section if the political subdivision can purchase those supplies or services from the other party upon equivalent terms, conditions, and specifications but at a lower price than it can through those contracts. Purchases that a political subdivision makes under this division are exempt from any competitive selection procedures otherwise required by law. A political subdivision that makes any purchase under this division shall maintain sufficient information regarding the purchase to verify that it satisfied the conditions for making a purchase under this division. Nothing in this division restricts any action taken by a political subdivision as authorized by division (B)(1) of this section.

(E) The authorization granted to a municipal corporation under this section shall be in addition to, and not in derogation of, the powers and authority granted by state law, the Ohio Constitution, and the provisions of a municipal charter, ordinance, or resolution.

**Cite as R.C. § 9.48**



145 North Main St. · North Canton, OH 44720  
Phone: 330-499-8223 Fax: 330-305-0603  
mgrimes@northcantonohio.gov

## CITY OF NORTH CANTON

**Michael J. Grimes**  
Director of Administration

### Legislation Request

To: Daniel J. Peters, Council President  
Date: September 11, 2014  
Subject: Authorization to Enter Into Agreement – Stark Parks

I am requesting authorization for the Mayor of the City of North Canton to enter into an agreement between the City of North Canton and Stark County Park District (Stark Parks) to participate in and provide the City's share in the Hazard Mitigation Grant Program (HMGP).

As you are aware, this is the grant to fund the removal of approximately ten (10) residential structures located in the floodway and/or floodplain of the Zimber Ditch in the City of North Canton. Stark Parks is the recipient and manager of the grant.

The grant is a 75/25 match grant with the federal share being 75%, the State of Ohio's share being 12.5% and the local match to be 12.5%. The City of North Canton's share of the cost is \$60,000.00. Ordinance No. 18-14 provided for the current Permanent Budget and account 209.745.5229 was appropriated funds for the Zimber Ditch with my understating that \$60,000 would be held to see if a grant application was successful. Budget line is 209.745.5229 - \$60,000.00.

EMERGENCY REQUESTED ☒ YES ☐ NO

The Emergency is requested as the program cannot be fully utilized by any affected residents until the City officially participates. This program is already behind the original proposed dates because of issues with the passage of the federal budget. The other agencies involved are ready to move forward and awaiting the City. This program has been the subject of numerous previous public meetings.

Respectfully Submitted

  
Michael J. Grimes

Copy; File  
Engineer Benekos (Floodplain Manager)  
Finance Director Alger  
Law Director Fox

**RECEIVED**

SEP 11 2014

COUNCIL OFFICE  
NORTH CANTON, OHIO

DRAF - DRAFT  
BEING REVIEWED

## SUPPORT AGREEMENT

THIS **SUPPORT AGREEMENT** ("Agreement") is made and entered into as of the later date signed below, by and between **City of North Canton**, an Ohio political subdivision ("City of North Canton"), and the **Stark County Park District**, an independent political subdivision created and governed by Chapter 1545 of the Ohio Revised Code ("Stark Parks").

### RECITALS:

WHEREAS, Stark Parks is in receipt of a grant from the Ohio Emergency Management Agency (OEMA) through the Hazard Mitigation Grant Program (HMGP). The HMGP grant has been provided to fund the removal of approximately ten (10) residential structures located in the floodway and/or floodplain of the Zimber Ditch in North Canton, Ohio; and

WHEREAS, the removal of the buildings is intended to (1) provide greenspace within the community, (2) improve the natural function of the floodplain, and (3) reduce the number of repetitive losses due to flooding in North Canton, Ohio; and

WHEREAS, the total HMGP grant funding for the Zimber Ditch DR-4098 project is \$1,500,000.00, which will be distributed to Stark Parks in two phases. The grant is a 75/25 match grant with the federal share totaling \$1,125,000.00 and the state/local share totaling \$375,000.00. The State of Ohio will be funding \$187,500.00 (12.5%), leaving a remainder of \$187,500.00 (12.5%) for local shares; and

WHEREAS, to assist with the funding of the local share, City of North Canton has committed matching funds in the amount of \$60,000.00 to assist with project expenses such as appraisal services and the acquisition and demolition of residential structures. The matching funds are to be disbursed to Stark Parks within thirty (30) days of notice and in the amount set forth in the draw down instructions.

**NOW, THEREFORE**, in consideration of the premises and mutual representations and agreements herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, it is further agreed between the parties hereto and their successors as follows:

Section 1. Use of Defined Terms. Unless the context or use indicates another meaning or intent, words and terms used in this Agreement with initial capital letters shall have the meanings given in the above Recitals or elsewhere defined in this Agreement.

Section 2.     Representations and Warranties.

- (a)     City of North Canton represents and warrants that:
  - (i)     It is political subdivision of the State of Ohio created and governed by Title (7) VII of the Ohio Revised Code.
  - (ii)    It is authorized to enter into this Agreement and to take such actions as are necessary to further the transactions contemplated by this Agreement.
  - (iii)   It will provide matching funds for Stark Parks HMPG grant for the removal of approximately ten (10) residential structures within the Zimmer Ditch floodplain in the amount of \$60,000.00.
  - (iv)    It will make payment of said matching funds of \$60,000.00 to Stark Parks within thirty (30) days of notice and in the amount set forth in the draw down instructions.
- (b)     Stark Parks represents and warrants that:
  - (i)     It is a park district organized as an independent Ohio political subdivision created and governed by Chapter 1545, Ohio Revised Code.
  - (ii)    It is authorized to enter into this Agreement and to take such actions as are necessary to further the transactions contemplated by this Agreement.
  - (iii)   It will provide City of North Canton with written notice immediately upon notification of the approval of its HMGP grant application.
  - (iv)    It will manage and complete the Zimmer Ditch Hazard Mitigation Project in conformity with the HMGP grant application attached hereto as Exhibit "A".
  - (v)     It will use and apply the grant funds in accordance with the Zimmer Ditch Hazard Mitigation Project budget as set forth in attached Exhibit "B".
  - (vi)    It will provide City of North Canton written reports of expenditure of grant funds and progress of the Zimmer Ditch Hazard Mitigation Project every ninety (90) days.
  - (vii)   It will recognize City of North Canton for this support of the Zimmer Ditch Hazard Mitigation Project, to include Stark Parks' new releases and its print and multimedia presentations with specific logo placement as appropriate.

Section 3. Stark Parks Covenants. Stark Parks shall continue the Project from commencement of Zimber Ditch Hazard Mitigation Project ("Commencement Date"), until its completion, which is expected to be on or before October 1, 2016 (the "Completion Date").

Section 4. Events of Default. In the event of the default by any party of any provision, and which default continues after receipt of written notice for a period of ten (10) days (or such longer period as the parties may agree in writing), any party at any time and at its election may proceed at law or in equity or otherwise to enforce the provisions of this Agreement.

No remedy herein conferred upon or reserved to City of North Canton or Stark Parks, as applicable, is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default, omission or failure of performance hereunder shall impair any such right or power or shall be construed to be a waiver thereof; but any such right and power may be exercised from time to time and as often as may be deemed expedient by City of North Canton or Stark Parks, as applicable. If any provisions contained in this Agreement should be breached by any party and thereafter duly waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder. No waiver, amendment, release or modification of this Agreement shall be established by conduct, custom or course of dealing, but solely by an instrument in writing duly signed by the parties hereto.

The terms of this Agreement may be enforced as to any one or more breaches either separately or cumulatively. Each and every default hereunder shall give rise to a separate cause of action hereunder, and separate suits may be brought hereunder as each cause of action arises.

Section 5. Notices. Any process, pleadings, notices or other papers served upon City of North Canton or Stark Parks shall be sent by registered or certified mail to City of North Canton and Stark Parks at the addresses set forth below, or to such other address or addresses as may be furnished to the parties in writing:

(a) as to City of North Canton:	North Canton City Hall 145 N Main Street North Canton, Ohio 44720 Attn: Mike Grimes, County Administrator
---------------------------------	--

and a copy to:

---

(b) as to Stark Parks:

Stark County Park District  
5300 Tyner Avenue NW  
Canton, Ohio 44708  
Attn: Robert A. Fonte, Director

and a copy to:

520 East Main Street -  
Suite #200  
Alliance, Ohio 44601  
Attn: William F. Morris, Esq.

Section 6. Amendment. This Agreement may be amended by a written agreement signed by the parties hereto. No amendment, change, modification, alteration or termination of instruments or documents of any party shall be made that would in any way increase the amount or alter the conditions set forth in this Agreement of the obligations under this Agreement without obtaining the prior written consent of the other parties.

Section 7. Entire Agreement. The Agreement constitutes the entire agreement, and supersedes all prior agreements, both written and oral, among the parties with respect to the subject matter hereof and may be signed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 8. Severability. If any provision of this Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into or taken, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act or action, or part shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 9. Responsibility for Loss and Damage. Each party to this Agreement agrees to be responsible for those damages or losses which arise from the negligent acts or omissions of its agents or employees in the performance of this Agreement, as may be determined by a court of competent jurisdiction.

Section 11. Governing Law; Venue. This Agreement and the rights and obligations of the parties hereto (including third party beneficiaries, if any) shall be governed exclusively by and construed in accordance with the laws of the State of Ohio. The parties agree that any action with respect to an alleged breach of this Agreement will be brought in the State courts located in Stark County, Ohio and the parties hereby consent to being subject to the jurisdiction of such courts and to have any such proceeding take place in Stark County.

DRAFT

IN WITNESS WHEREOF, this Agreement has been duly signed and delivered for and in the name and on behalf of City of North Canton and Stark Parks by their duly authorized officials or representatives, as of the date first above written.

**STARK COUNTY PARK DISTRICT**

By: \_\_\_\_\_  
Robert A. Fonte, Park Director

Date \_\_\_\_\_

**CITY OF NORTH CANTON**

By: \_\_\_\_\_  
David J. Held, Mayor

Date \_\_\_\_\_

Approved as to Legal Form and Sufficiency:

\_\_\_\_\_  
William F. Morris  
Counsel for Stark County Park District





# City of North Canton

## Council Office

145 North Main Street - North Canton, Ohio 44720-7587

330.499.3986 – 330.499.2060 Fax

[citycouncil@northcantonohio.com](mailto:citycouncil@northcantonohio.com)

*President of Council*  
*Jon Snyder*

September 17, 2013

*Vice President of Council*  
*Marcia Kiesling*

*Council at Large*  
*Mark Cerreta*

*Council at Large*  
*Dan Griffith*

*Councilman, Ward 1*  
*Doug Foliz*

*Councilman, Ward 2*  
*Daniel Peters*

*Councilwoman, Ward 3*  
*Stephanie Werren*

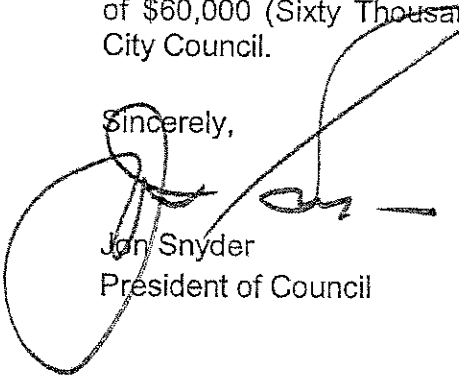
Robert A. Fonte  
Stark County Park District  
5300 Tyner St. NW  
Canton, Ohio 44708

Mr. Fonte:

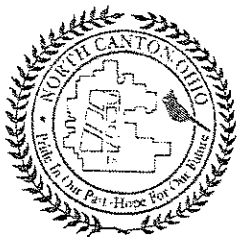
The City of North Canton supports your efforts to secure a grant from the Ohio Emergency Management Agency (OEMA) for the purposes of acquiring and demolishing approximately 10 (ten) residential structures in the Zimmer Ditch floodplain, within the city limits.

The City of North Canton hereby commits a portion of the matching funds necessary for the Hazard Mitigation Grant Program (HMGP) in the amount of \$60,000 (Sixty Thousand Dollars) pending approval by North Canton City Council.

Sincerely,

  
Jon Snyder  
President of Council

JFS:gmk



145 North Main St. · North Canton, OH 44720

Phone: 330-499-3466 Fax: 330-499-2960

[karen@northcantonohio.com](mailto:karen@northcantonohio.com)

## CITY OF NORTH CANTON

**Karen Alger**  
Director of Finance

### CERTIFICATE REGARDING AVAILABILITY OF FUNDS

ATTEST:

RE: HAZARD MITIGATION GRANT PROGRAM

I, Karen S. Alger, Director of Finance, hereby certify that the money \$60,000 matching funds for the Hazard Mitigation Grant Program have been lawfully appropriated and are in the Treasury of the City of North Canton, Ohio or are in the process of collection to the credit of the appropriate fund free from prior encumbrance.

Karen S. Alger  
Signed:

Director of Finance  
Title:

September 16, 2013  
Date:

**North Canton City Council  
Council Meeting Agenda  
Monday, September 29, 2014  
Immediately following the 7:00p.m. Committee of the Whole Meeting**

1. Call to Order
2. Opening Prayer - Pastor Steve Marshall, Mission View Church
3. Pledge of Allegiance
4. Roll Call
5. Consideration

Financial Statement – August Month-End Reports  
Committee of the Whole Meeting Minutes – September 8, 2014  
Council Meeting Minutes – September 15, 2014

6. Presentation by Mayor Held to North Canton YMCA, Kathy Yaros – Character Counts
7. Recognition of Visitors
8. Old Business
9. Ordinance No. 61 – 2014 – 3<sup>rd</sup> Reading – Community and Economic Development Committee

An ordinance authorizing the Mayor of the City of North Canton to enter into an Industrial and Commercial Occupancy Grant Agreement with Sanctuary Media Group.

10. New Business
11. Resolution No. 72 – 2014 – Personnel and Safety Committee

A resolution authorizing the Mayor of the City of North Canton to enter into a Memorandum of Understanding (MOU) by and between the City of North Canton Police Department and the University of Akron Research Foundation to join and be a participating member of the Stark County OVI Task Force, and declaring the same to be an emergency.

12. Ordinance No. 73 – 2014 – Street and Alley Committee

An ordinance authorizing the Mayor of the City of North Canton, through the Board of Control, to enter into a Supplemental Sewer Agreement with the City of Canton for the Allenford Drive Sewer Improvements Projects, at the City of North Canton's total cost of not to exceed \$50,000.00, and declaring the same to be an emergency.

Council Meeting  
Monday, September 29, 2014

13. Ordinance No. 74 – 2014 – Water, Sewer and Rubbish Committee

An ordinance amending Ordinance No. 6 – 2014, the Lime Slaker Replacement Project at the City of North Canton Drinking Water Treatment Plant, increasing the appropriation from not to exceed \$140,000.00 to not to exceed \$330,000.00.

14. Resolution No. 75 – 2014 – Water, Sewer and Rubbish Committee

A resolution authorizing the Mayor of the City of North Canton to authorize the City of Orrville to participate in the current refuge and recycling agreement the City of North Canton has with the Kimble Company.

15. Ordinance No. 76 – 2014 – Finance and Property Committee

An ordinance authorizing the Mayor of the City of North Canton, to enter into an agreement between the City of North Canton and Stark County Park District (Stark Parks) to participate and provide the City's share in the Hazard Mitigation Grant Program (HMGP), and declaring the same to be an emergency.

16. Reports – Council

Doug Foltz	Ward 1	Mark Cerreta	At Large
Daniel Peters	Ward 2	Dan Griffith	At Large
Stephanie Werren	Ward 3	Marcia Kiesling	At Large
Dominic Fonte	Ward 4		

17. Reports:

Director of Law	Director of Finance	Director of Administration
Mayor	City Engineer	Clerk of Council

18. Final Call for New Business

19. Adjourn

Mary Beth Bailey  
Clerk of Council

- c: Council, Director of Law  
Mayor, Director of Administration  
Director of Finance, City Engineer  
Director of Permits & Development  
Police Chief, Fire/EMS Chief  
Press

North Canton City Council  
Personnel and Safety Committee

Resolution No. 72 - 2014

A resolution authorizing the Mayor of the City of North Canton to enter into a Memorandum of Understanding (MOU) by and between the City of North Canton Police Department and the University of Akron Research Foundation to join and be a participating member of the Stark County OVI Task Force and declaring the same to be an emergency.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

- Section 1. That the Mayor of the City of North Canton, be, and is hereby authorized to enter into a MOU by and between the City of North Canton Police Department and the University of Akron Research Foundation to join and be a participating member of the Stark County OVI Task Force.
- Section 2. That if a provision of this ordinance is or becomes illegal, invalid, or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.
- Section 3. That this resolution is hereby declared to be an emergency measure necessary for the preservation of the health, safety and peace of the City of North Canton and further necessary for the timely implementation of the OVI Contract and MOU between the parties and to help prevent accidents caused by OVI drivers; wherefore, this resolution shall take effect and be in force immediately upon its adoption by Council and approval by the Mayor.

Passed in Council this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

\_\_\_\_\_  
David Held, Mayor

Signed: \_\_\_\_\_, 2014

ATTEST:

\_\_\_\_\_  
Mary Beth Bailey, Clerk of Council

Revised 10/12/2011

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**The University of Akron Research Foundation**  
**And**  
**North Canton Street Department**

**I. INTRODUCTION**

The Memorandum of Understanding (MOU) between The University of Akron Research Foundation (further known as the Lead Agency) and the North Canton Street Department (further known as the Participating Agency) sets forth the agreement of the parties with respect establishes the partnership, roles and responsibilities of the Parties.

**II. PURPOSE**

The University of Akron Research Foundation has received Ohio Traffic Safety Office (OTSO) County OVI Task Force grant from the Ohio Department of Public Safety (ODPS). The Parties enter into this MOU for the primary purpose of reducing OVI related crashes utilize where feasible the low manpower OVI checkpoint model to conduct low-cost, highly effective OVI checkpoints throughout Stark County, zero tolerance enforcement of safety belt and child safety seat laws during enforcement efforts in targeted communities.

**III. RESPONSIBILITIES OF THE PARTIES**

The Participating Agency agrees to perform the following activities and provide the following resources in support of the OVI Task Force.

- a. Law Enforcement Reports: The participating agency will report grant related enforcement activity on a monthly basis. Justification for sites selected for enforcement activity should be documented and maintained as a part of the sub-grantee's file for this agreement.
- b. Training Certification: The participating agency will assure that all enforcement personnel to be involved in approved enforcement-related activity will be certified in the following type(s) of training as appropriate:
  - i. OVI Checkpoints/Alcohol-related Traffic Enforcement – Sobriety Checkpoint Training/SFST Training and Sobriety Checkpoint Training: training in standard procedures and operations associated with staffing and staging OVI checkpoints and OVI patrols.

Revised 10/12/2011

- c. Enforcement Hours Eligibility: Direct labor hours expended in traffic safety enforcement programs must be over and above the normal work week. Part-time/permanent staff are eligible for funding. Only one officer per patrol car will be funded as part of traffic enforcement grants.
- d. Safety Belt Policy: The participating agency must have a policy statement requiring employees to wear safety belts. Sub-grantee must agree to conduct zero tolerance enforcement of Ohio's occupant restraint laws.
- e. Required Activity: All agencies utilizing NHTSA funding for overtime enforcement are required to participate in and report by the required deadlines on the "Drive Sober or Get Pulled Over" mobilization. Scheduled dates for the mobilization are as follows and are subject to change due to federal requirements: December 10, 2014, through December 31, 2014, and August 19, 2015, through September 7, 2015.
- f. Participate in and not limited to, organizing, coalition building, enforcement activities, media events (promotion of the task force), development of OVI task force policies, monthly meetings, and in subcommittees as required.

The Lead Agency agrees to perform the following activities and provide the following resources in support of the OVI Task Force.

- a. To assure that the goals, scope of work, evaluations and requirements of the ODPS/OTSO Agreement are met.
- b. Coordinate and maintain organization to meet the needs of the OVI Task Force ODPS/OTSO Agreement.

#### **IV. PERIOD OF AGREEMENT**

This MOU will become effective when signed by all parties. The MOU will terminate on September 30, 2015. Either party may terminate this MOU by providing a 30 day written notice to the other party. In the event this MOU is terminated, the participating agency will be reimbursed for any pre-approved law enforcement activities up to the termination date. This MOU is subject to the availability of funds.

**V. SANCTIONS FOR NON-COMPLIANCE**

Should the Participating Agency fail to fulfill any of its MOU duties in a timely manner, the Lead Agency shall notify the Participating Agency in writing as to such deficiencies. Such notification shall be sent by certified mail, return receipt requested. The Participating Agency shall have 30 days to resolve such deficiencies, unless otherwise stated by the Lead Agency.

**VI. SIGNATURES**

\_\_\_\_\_  
Signature  
  
Wayne Watkins,  
Vice President & Secretary  
The University of Akron Research  
Foundation

\_\_\_\_\_  
Signature  
  
[Agency Designee]  
North Canton Street Department

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



North Canton City Council  
Street and Alley Committee

Ordinance No. 73 – 2014

An ordinance authorizing the Mayor of the City of North Canton, through the Board of Control, to enter into a Supplemental Sewer Agreement with the City of Canton for the Allenford Drive Sewer Improvements Projects, at the City of North Canton's total cost of not to exceed \$50,000.00, and declaring the same to be an emergency.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

- Section 1. That the Mayor of the City of North Canton, through the Board of Control, is hereby authorized to enter into a Supplemental Sewer Agreement with the City of Canton for the Allenford Drive Sewer Improvements Projects. The total estimated project cost is \$2,500,000.00, and the City's share is anticipated not to exceed \$50,000.
- Section 2. That if a provision of this ordinance is or becomes illegal, invalid, or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.
- Section 3. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and peace of the City of North Canton, and further necessary for the timely completion of the Allenford Drive Sewer Improvements Projects and to improve the efficiency and safety of North Canton's sanitary sewer lines; wherefore, provided it receives the affirmative vote of six or more members of Council elected thereto, this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Passed in Council this \_\_\_\_\_ day of \_\_\_\_\_ 2014

\_\_\_\_\_  
David Held, Mayor

Signed: \_\_\_\_\_, 2014

ATTEST:

\_\_\_\_\_  
Mary Beth Bailey, Clerk of Council

**CANTON-NORTH CANTON  
SEWER AGREEMENT  
SUPPLEMENT**

**ALLENFORD DRIVE SEWER IMPROVEMENTS PROJECTS**

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the **CITY OF NORTH CANTON, OHIO**, a charter municipal corporation, organized and existing under the laws of the State of Ohio, hereinafter referred to as “**NORTH CANTON**”, and the **CITY OF CANTON, OHIO**, a municipal corporation organized and existing under the laws of the State of Ohio, hereinafter referred to as “**CANTON**”. This agreement upon its signing by the respective executive authorities of North Canton and Canton shall supplement and amend the March 22, 1974, agreement and the series of supplements thereafter between **NORTH CANTON** and **CANTON**.

**WHEREAS**, Canton and North Canton are fully authorized to enter into this agreement; and

**WHEREAS**, the Canton is proceeding with improvements to the 72-inch diameter sanitary sewer located along the west side of Allenford Drive SE, approximately 1,000 feet south of the Mill Street SE intersection. The existing reinforced concrete sewer has experienced settling due to soil instability. Internal pipe inspections and elevation surveys have revealed offset pipe joints and have shown the sewer to be moving slightly downward and laterally towards the Nimishillin Creek. Given the geology of the area, this site has been the location of several slope failures over the years resulting in several stabilization projects. In addition, in 2013 the City completed improvements upstream of this location to install two (2) valve vaults that are required for the completion of the aforementioned project; and

**WHEREAS**, it is necessary to provide for the North Canton’s and Canton’s responsibilities and obligations for the projects; and

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants hereinafter set forth, and of other good and valuable considerations, the parties do hereby agree to amend the basic agreements as follows:

## **Section 1.0 PROJECT COSTS**

- 1.01 The project costs contemplated by this agreement include but are not limited to the following: engineering investigations/evaluations, survey, engineering design, constructability review, bid document preparation, advertising, bidding, all permits, easements, construction contracts including all change orders, claims, fees, penalties or other expenses resulting from the construction of this project, and construction engineering/management expenses.
- 1.02 The project cost for the ESI/WSI Interconnecting Vaults (Vault Project) was \$327,812. Of this total, a portion was previously invoiced North Canton as part of the 2013 O,M & R expenses. The remaining \$220,000 is included in this agreement. The project cost for the Stream Bank Restoration and Sewer Repair Project is estimated to be approximately \$2,500,000. North Canton shall bear 1.89% of the project costs and Canton shall bear 52.31% of the total project costs. In a separate agreement, Canton will seek to secure 45.80% of the total project costs from Stark County. The aforementioned cost sharing was derived by consideration of each entities appropriate Single Family Equivalents (SFEs) tributary to the project locations. For these projects, the SFEs utilized were 54,159.20 for Canton, 47,414.22 for Stark County and 1,957.46 for North Canton.
- 1.03 Upon completion and approval by Canton of the projects, Canton shall provide North Canton with certified costs, North Canton's share shall be adjusted accordingly, and Canton will invoice the North Canton for its share of each project.

## **Section 2.0 MISCELLANEOUS PROJECT RESPONSIBILITIES**

- 2.01 Engineering Investigations and Evaluations: Prior to the execution of this Supplemental Agreement, Canton contracted for engineering investigations and evaluations of the deteriorated line which have been used to generate the construction plans. The cost of this work is specifically excluded from the cost allocation set forth above.
- 2.02 Engineering Survey and Design: Prior to the execution of this agreement, Canton prepared construction plans for this project. Costs attributable to this work are specifically excluded from the cost allocation set forth above.
- 2.03 Bid Document Preparation, Advertising, Bidding, Bid Evaluation, Construction Engineering/Management/Inspection: Canton, as owner of the sewer line, and contracting

authority and the construction contract, shall be responsible for bid document preparation, advertising, bidding, bid evaluation, construction engineering / management / inspection. All costs associated with these activities are specifically excluded from the cost allocation set forth above.

2.04 Canton agrees to make all construction contract payments for the duration of the construction contract and seek reimbursement from North Canton following completion of each project.

If and to the extent that this may be required, any and all other provisions of the Basic Agreements which may be inconsistent with the terms of this Supplemental Agreement, are hereby amended so as to conform hereto.

Except as amended hereby, the Basic Agreements are hereby confirmed in all other respects and shall remain in full force and effect.

IN WITNESS WHEREOF, North Canton and Canton have caused this Supplemental Agreement to be executed by their respective officers thereunto duly authorized and the Agreement shall be in effect as of the day and year first above written.

APPROVED AS TO FORM:

\_\_\_\_\_  
Law Director,  
Canton, Ohio

\_\_\_\_\_  
By: Mayor of Canton

\_\_\_\_\_  
By: Public Service Director of Canton

APPROVED AS TO FORM:

\_\_\_\_\_  
Director of Law,  
North Canton, Ohio

\_\_\_\_\_  
By: Mayor of North Canton

North Canton City Council  
Water, Sewer and Rubbish Committee

Ordinance No. 74 - 2014

An ordinance amending Ordinance No. 6 - 2014, the Lime Slaker Replacement Project at the City of North Canton Drinking Water Treatment Plant, increasing the appropriation from not to exceed \$140,000.00 to not to exceed \$330,000.00.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

- Section 1. That Ordinance No. 6 - 2014, the Lime Slaker Replacement Project, be, and the same is hereby amended to increase its appropriation from not to exceed \$140,000.00 to not to exceed \$330,000.00.
- Section 2. That if a provision of this ordinance is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.
- Section 3. This ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed in Council this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

\_\_\_\_\_  
David Held, Mayor

Signed: \_\_\_\_\_, 2014

ATTEST:

\_\_\_\_\_  
Mary Beth Bailey, Clerk of Council

North Canton City Council  
Water, Sewer and Rubbish Committee

Resolution No. 75 – 2014

A resolution authorizing the Mayor of the City of North Canton to authorize the City of Orrville to participate in the current refuse and recycling agreement the City of North Canton has with the Kimble Company.

WHEREAS: the City of North Canton's refuse contract with the Kimble Company for trash pickup and recycling has been very successful, especially in regard to recycling; and

WHEREAS: the City of North Canton has been approached by the City of Orrville to allow it to participate in North Canton's refuse contract under the authority of R.C. 9.48.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

- Section 1. That pursuant to R.C. 9.48, the Mayor of the City of North Canton, be, and is hereby authorized to permit the City of Orrville to participate in North Canton's current refuse and recycling contract with the Kimble Company dated July 10, 2013. There will be no cost to North Canton and the City of Orrville shall identify and defend, including legal fees North Canton regarding all claims and causes of action that may result from this agreement between North Canton and Orrville.
- Section 2. That if a provision of this ordinance is or becomes illegal, invalid, or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.
- Section 3. This ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed in Council this \_\_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
David Held, Mayor

SIGNED: \_\_\_\_\_, 2014

ATTEST:

\_\_\_\_\_  
Mary Beth Bailey, Clerk of Council

North Canton City Council  
Finance and Property Committee

Ordinance No. 76 – 2014

An ordinance authorizing the Mayor of the City of North Canton to enter into an agreement between the City of North Canton and Stark County Park District (Stark Parks) to participate and provide the City's share in the Hazard Mitigation Grant Program (HMGP), and declaring the same to be an emergency.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

- Section 1. That the Mayor of the City of North Canton is hereby authorized to enter into an agreement between the City of North Canton and Stark Parks to participate and provide the City's share in the HMGP. The grant dollars will be used towards the removal of approximately ten residential structures located in the floodway and/or floodplain area known as the Zimber Ditch. The City's share is \$60,000. Stark Parks is the recipient and manager of the grant.
- Section 2. That if a provision of this ordinance is or becomes illegal, invalid, or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.
- Section 3. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and peace of the City of North Canton, and because the residents affected and harmed by numerous floods are unable to utilize the program without the City's participation and approval. Provided it receives the affirmative vote of six or more members of Council elected thereto, this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Passed in Council this \_\_\_\_\_ day of \_\_\_\_\_ 2014

\_\_\_\_\_  
David Held, Mayor

Signed: \_\_\_\_\_, 2014

ATTEST:

\_\_\_\_\_  
Mary Beth Bailey, Clerk of Council

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BEING REVIEWED

## SUPPORT AGREEMENT

THIS SUPPORT AGREEMENT ("Agreement") is made and entered into as of the later date signed below, by and between **City of North Canton**, an Ohio political subdivision ("City of North Canton"), and the **Stark County Park District**, an independent political subdivision created and governed by Chapter 1545 of the Ohio Revised Code ("Stark Parks").

### RECITALS:

WHEREAS, Stark Parks is in receipt of a grant from the Ohio Emergency Management Agency (OEMA) through the Hazard Mitigation Grant Program (HMGP). The HMGP grant has been provided to fund the removal of approximately ten (10) residential structures located in the floodway and/or floodplain of the Zimmer Ditch in North Canton, Ohio; and

WHEREAS, the removal of the buildings is intended to (1) provide greenspace within the community, (2) improve the natural function of the floodplain, and (3) reduce the number of repetitive losses due to flooding in North Canton, Ohio; and

WHEREAS, the total HMGP grant funding for the Zimmer Ditch DR-4098 project is \$1,500,000.00, which will be distributed to Stark Parks in two phases. The grant is a 75/25 match grant with the federal share totaling \$1,125,000.00 and the state/local share totaling \$375,000.00. The State of Ohio will be funding \$187,500.00 (12.5%), leaving a remainder of \$187,500.00 (12.5%) for local shares; and

WHEREAS, to assist with the funding of the local share, City of North Canton has committed matching funds in the amount of \$60,000.00 to assist with project expenses such as appraisal services and the acquisition and demolition of residential structures. The matching funds are to be disbursed to Stark Parks within thirty (30) days of notice and in the amount set forth in the draw down instructions.

**NOW, THEREFORE**, in consideration of the premises and mutual representations and agreements herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, it is further agreed between the parties hereto and their successors as follows:

Section 1. Use of Defined Terms. Unless the context or use indicates another meaning or intent, words and terms used in this Agreement with initial capital letters shall have the meanings given in the above Recitals or elsewhere defined in this Agreement.



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Section 2. Representations and Warranties.

- (a) City of North Canton represents and warrants that:
  - (i) It is political subdivision of the State of Ohio created and governed by Title (7) VII of the Ohio Revised Code.
  - (ii) It is authorized to enter into this Agreement and to take such actions as are necessary to further the transactions contemplated by this Agreement.
  - (iii) It will provide matching funds for Stark Parks HMPG grant for the removal of approximately ten (10) residential structures within the Zimmer Ditch floodplain in the amount of \$60,000.00.
  - (iv) It will make payment of said matching funds of \$60,000.00 to Stark Parks within thirty (30) days of notice and in the amount set forth in the draw down instructions.
- (b) Stark Parks represents and warrants that:
  - (i) It is a park district organized as an independent Ohio political subdivision created and governed by Chapter 1545, Ohio Revised Code.
  - (ii) It is authorized to enter into this Agreement and to take such actions as are necessary to further the transactions contemplated by this Agreement.
  - (iii) It will provide City of North Canton with written notice immediately upon notification of the approval of its HMGP grant application.
  - (iv) It will manage and complete the Zimmer Ditch Hazard Mitigation Project in conformity with the HMGP grant application attached hereto as Exhibit "A".
  - (v) It will use and apply the grant funds in accordance with the Zimmer Ditch Hazard Mitigation Project budget as set forth in attached Exhibit "B".
  - (vi) It will provide City of North Canton written reports of expenditure of grant funds and progress of the Zimmer Ditch Hazard Mitigation Project every ninety (90) days.
  - (vii) It will recognize City of North Canton for this support of the Zimmer Ditch Hazard Mitigation Project, to include Stark Parks' new releases and its print and multimedia presentations with specific logo placement as appropriate.

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Section 3. Stark Parks Covenants. Stark Parks shall continue the Project from commencement of Zimber Ditch Hazard Mitigation Project ("Commencement Date"), until its completion, which is expected to be on or before October 1, 2016 (the "Completion Date").

Section 4. Events of Default. In the event of the default by any party of any provision, and which default continues after receipt of written notice for a period of ten (10) days (or such longer period as the parties may agree in writing), any party at any time and at its election may proceed at law or in equity or otherwise to enforce the provisions of this Agreement.

No remedy herein conferred upon or reserved to City of North Canton or Stark Parks, as applicable, is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default, omission or failure of performance hereunder shall impair any such right or power or shall be construed to be a waiver thereof; but any such right and power may be exercised from time to time and as often as may be deemed expedient by City of North Canton or Stark Parks, as applicable. If any provisions contained in this Agreement should be breached by any party and thereafter duly waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder. No waiver, amendment, release or modification of this Agreement shall be established by conduct, custom or course of dealing, but solely by an instrument in writing duly signed by the parties hereto.

The terms of this Agreement may be enforced as to any one or more breaches either separately or cumulatively. Each and every default hereunder shall give rise to a separate cause of action hereunder, and separate suits may be brought hereunder as each cause of action arises.

Section 5. Notices. Any process, pleadings, notices or other papers served upon City of North Canton or Stark Parks shall be sent by registered or certified mail to City of North Canton and Stark Parks at the addresses set forth below, or to such other address or addresses as may be furnished to the parties in writing:

(a) as to City of North Canton:	North Canton City Hall 145 N Main Street North Canton, Ohio 44720 Attn: Mike Grimes, County Administrator
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and a copy to:

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(b) as to Stark Parks:

Stark County Park District  
5300 Tyner Avenue NW  
Canton, Ohio 44708  
Attn: Robert A. Fonte, Director

and a copy to:

520 East Main Street -  
Suite #200  
Alliance, Ohio 44601  
Attn: William F. Morris, Esq.

Section 6. Amendment. This Agreement may be amended by a written agreement signed by the parties hereto. No amendment, change, modification, alteration or termination of instruments or documents of any party shall be made that would in any way increase the amount or alter the conditions set forth in this Agreement of the obligations under this Agreement without obtaining the prior written consent of the other parties.

Section 7. Entire Agreement. The Agreement constitutes the entire agreement, and supersedes all prior agreements, both written and oral, among the parties with respect to the subject matter hereof and may be signed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 8. Severability. If any provision of this Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into or taken, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act or action, or part shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 9. Responsibility for Loss and Damage. Each party to this Agreement agrees to be responsible for those damages or losses which arise from the negligent acts or omissions of its agents or employees in the performance of this Agreement, as may be determined by a court of competent jurisdiction.

Section 11. Governing Law; Venue. This Agreement and the rights and obligations of the parties hereto (including third party beneficiaries, if any) shall be governed exclusively by and construed in accordance with the laws of the State of Ohio. The parties agree that any action with respect to an alleged breach of this Agreement will be brought in the State courts located in Stark County, Ohio and the parties hereby consent to being subject to the jurisdiction of such courts and to have any such proceeding take place in Stark County.

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IN WITNESS WHEREOF, this Agreement has been duly signed and delivered for and in the name and on behalf of City of North Canton and Stark Parks by their duly authorized officials or representatives, as of the date first above written.

**STARK COUNTY PARK DISTRICT**

By: \_\_\_\_\_  
Robert A. Fonte, Park Director

Date \_\_\_\_\_

**CITY OF NORTH CANTON**

By: \_\_\_\_\_  
David J. Held, Mayor

Date \_\_\_\_\_

Approved as to Legal Form and Sufficiency:

\_\_\_\_\_  
William F. Morris  
Counsel for Stark County Park District